

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

DAVID I. GLOVER,

Plaintiff,

v.

**THE CITY OF NORFOLK, VIRGINIA and
RICHARD J. HRYNIEWICH,**

**Defendants and Third-Party
Plaintiffs,**
v.

**SAFE BOATS INTERNATIONAL, INC. and
WILLARD MARINE, INC.,**

Third-Party Defendants.

Case No. 2:17-CV-00109

TIMOTHY B. PRIDEMORE,

Plaintiff,

v.

**THE CITY OF NORFOLK, VA, and RICHARD J.
HRYNIEWICH,**

**Defendants and Third-Party
Plaintiffs,**
v.

**SAFE BOATS INTERNATIONAL, INC. and
WILLARD MARINE, INC.,**

Third-Party Defendants.

**Consolidated with
Case No. 2:17-CV-00110**

**WILLARD MARINE’S RESPONSE TO MOTION TO BIFURCATE
FILED BY SAFE BOATS INTERNATIONAL, LLC**

In response to the Motion to Bifurcate filed by Safe Boat International, LLC (“SBI”) [D.E. 283-84], Willard Marine takes no position on SBI’s request to bifurcate,

but opposes SBI's suggestion to combine its trial with Willard Marine's previously bifurcated trial because the issues between the parties are wholly unrelated.

The City alleges Willard Marine breached a contractual obligation to provide certain insurance. City's T-Compl. ¶¶ 19-25 [D.E. 28]. Willard Marine alleges the City failed to pay for the parts and services. WM C-Cl. at 5-6 [D.E. 45]. The issues for trial between Willard Marine and the City are entirely contractual. Because the underlying claims are tort-based negligence claims about the cause of the boating accident and any resulting damages, the Court concluded bifurcation of the "separate and independent" claims involving Willard Marine "would simplify the substantive issues before the factfinder and would not produce overlapping evidence." Order (1/7/22) at 6-7 [D.E. 245].

In contrast, the City alleges SBI's defective boat design led to the boating accident at issue in the underlying cases between the City, David Glover, and Timothy Pridemore. City T-Comp. [D.E. 29]. The City does not allege Willard Marine caused the accident, only that Willard Marine breached a contract. The products liability issues for trial between SBI and the City under theories of contribution and indemnification are distinct and separate from Willard Marine's contract issues with the City, which concern breach of a contract to procure insurance and do not sound in contribution or indemnification. Little or none of the witness testimony or documentary evidence in the trial of the products-based claims against SBI would overlap with the witnesses testimony or documentary evidence in the trial of the insurance contract claims against Willard Marine. Nor would there be any more than procedural overlap with the findings of fact or conclusions of law between the two sets of claims.

Even if it makes sense to separate the trials of the Plaintiffs' claims from the claims against SBI, combining SBI's trial with Willard Marine's trial would frustrate the "judicial efficiency and the general ends of justice" the Court relied upon when it bifurcated Willard Marine's contract case. [D.E. 245 at 8]. For that reason, Willard Marine opposes SBI's motion only to the extent it requests the Court combine its trial with Willard Marine's previously bifurcated trial.

Respectfully submitted this 14th day of November, 2022.

WILLARD MARINE, INC.

By: /s/ John S. Buford

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CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of November, 2022, I electronically filed the foregoing using the Clerk's CM/ECF system, which sent a notification of such filing to the following:

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